

1 James I. Stang, Esq. (CA Bar No. 94435)  
 2 Shirley S. Cho, Esq. (CA Bar No. 192616)  
 3 Werner Disse, Esq. (CA Bar No. 143458)  
 4 PACHULSKI STANG ZIEHL & JONES LLP  
 5 10100 Santa Monica Blvd., 11th Floor  
 6 Los Angeles, California 90067-4100  
 7 Telephone: 310/277-6910  
 8 Facsimile: 310/201-0760  
 9 Email: [jstang@pszjlaw.com](mailto:jstang@pszjlaw.com)  
 10 [scho@pszjlaw.com](mailto:scho@pszjlaw.com)  
 11 [wdisse@pszjlaw.com](mailto:wdisse@pszjlaw.com)

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12 Zachariah Larson, Esq. (NV Bar No. 7787)  
 13 LARSON & STEPHENS  
 14 810 S. Casino Center Blvd., Ste. 104  
 15 Las Vegas, NV 89101  
 16 Telephone: 702/382.1170  
 17 Facsimile: 702/382.1169  
 18 Email: [zlarson@lslawnv.com](mailto:zlarson@lslawnv.com)

19 Attorneys for Debtors and  
 20 Debtors in Possession

21 **UNITED STATES BANKRUPTCY COURT**

22 **DISTRICT OF NEVADA**

23 In re:

24 Case No.: BK-S-09-14814-LBR  
 25 (Jointly Administered)

26 THE RHODES COMPANIES, LLC, aka  
 27 "Rhodes Homes," et al.<sup>1</sup>

28 Chapter 11

Debtors.

Affects:

21 <sup>1</sup> The Debtors in these cases, along with their case numbers are: Heritage Land Company, LLC (Case No. 09-  
 22 14778); The Rhodes Companies, LLC (Case No. 09-14814); Tribes Holdings, LLC (Case No. 09-14817); Apache  
 23 Framing, LLC (Case No. 09-14818); Geronimo Plumbing LLC (Case No. 09-14820); Gung-Ho Concrete LLC (Case  
 24 No. 09-14822); Bravo, Inc. (Case No. 09-14825); Elkhorn Partners, A Nevada Limited Partnership (Case No. 09-  
 25 14828); Six Feathers Holdings, LLC (Case No. 09-14833); Elkhorn Investments, Inc. (Case No. 09-14837); Jarupa,  
 26 I.I.C (Case No. 09-14839); Rhodes Realty, Inc. (Case No. 09-14841); C & J Holdings, Inc. (Case No. 09-14843);  
 Rhodes Ranch General Partnership (Case No. 09-14844); Rhodes Design and Development Corporation (Case No.  
 27 09-14846); Parcel 20, LLC (Case No. 09-14848); Tuscany Acquisitions IV, LLC (Case No. 09-14849); Tuscany  
 28 Acquisitions III, LLC (Case No. 09-14850); Tuscany Acquisitions II, LLC (Case No. 09-14852); Tuscany  
 Acquisitions, LLC (Case No. 09-14853); Rhodes Ranch Golf Country Club, LLC (Case No. 09-14854); Overflow,  
 LP (Case No. 09-14856); Wallboard, LP (Case No. 09-14858); Jackknife, LP (Case No. 09-14860); Batcave, LP  
 (Case No. 09-14861); Chalkline, LP (Case No. 09-14862); Glynda, LP (Case No. 09-14865); Tick, LP (Case No.  
 09-14866); Rhodes Arizona Properties, LLC (Case No. 09-14868); Rhodes Homes Arizona, L.L.C. (Case No. 09-  
 14882); Tuscany Golf Country Club, LLC (Case No. 09-14884); and Pinnacle Grading, LLC (Case No. 09-14887).

All Debtors  
 Affects the following Debtor(s)

## **NOTICE TO SELL NON-CORE ASSET (Ford 250)**

3 To (a) the Office of the United States Trustee, (b) counsel to the Agent for the First Lien  
4 Lenders, (c) counsel to the Agent for the Second Lien Lenders, (d) counsel to the Unsecured  
5 Creditors' Committee, (e) counsel to the First Lien Steering Committee; and (f) all parties  
6 holding (or, to the Debtors' knowledge, asserting) liens on, or other interests in, the Non-Core  
7 Asset (defined below) that is the subject of the Proposed Transaction (defined below)  
8 (collectively, the "Interested Parties"):

9 PLEASE TAKE NOTICE THAT the above-captioned debtors and debtors in possession  
10 (the “Debtors”) are proposing to sell (the “Proposed Transaction”) a non-core asset (the “Non-  
11 Core Asset”) free and clear of liens, claims and encumbrances, pursuant to the *Order*  
12 *Establishing Procedures to Sell Non-Core Assets* [Docket Number 462] (the “Order”). A further  
13 description of the Non-Core Asset and the terms of the sale is set forth on **Attachment A** hereto.

14 As required pursuant to the Order and the Non-Core Assets Sale Procedure, the Debtors  
15 have received approval to sell the Non-Core Asset from Winchester Carlisle Partners, the  
16 financial advisors to the First Lien Steering Committee.

17 PLEASE TAKE FURTHER NOTICE THAT pursuant to the Order and the Non-Core  
18 Assets Sale Procedure, the Debtors may consummate a Proposed Transaction on fewer than 10  
19 days notice to you if the Debtors obtain written consent to the Proposed Transaction from  
20 counsel to the Agent for the First Lien Lenders and counsel to the Agent for the Second Lien  
21 Lenders. The Debtors have obtained written consent from counsel to the Agent for the First Lien

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Lenders and counsel to the Agent for the Second Lien Lenders and, accordingly, the Debtors intend to proceed immediately to consummate the sale.

**DATED** this 4<sup>th</sup> day of March, 2010.

PACHULSKI STANG ZIEHL & JONES  
LLP

/s/ Shirley S. Cho, Esq.  
Shirley S. Cho, Esq. (CA Bar No. 192616)  
10100 Santa Monica Blvd., 11th Floor  
Los Angeles, CA 90067  
310/277-6910

LARSON & STEPHENS

/s/ Zachariah Larson, Esq.  
Zachariah Larson, Bar No. 7787  
Kyle O. Stephens, Bar No. 7928  
810 S. Casino Center Blvd., Suite 104  
Las Vegas, NV 89101  
702/382-1170

## Attorneys for Debtors and Debtors in Possession

**LARSON & STEPHENS**  
810 S. Casino Center Blvd., Suite 104  
Las Vegas, Nevada 89101  
Tel: (702) 382-1170 Fax: (702) 382-1169

# **ATTACHMENT A**

Attachment A  
Information Regarding Non-Core Asset Sale Transaction

Questions	Responses
Question 1	Date 03/01/10 Make / Model Ford F250
Question 2	Vin# 1T1NF20555EA90266 Location Golden Valley, AZ
Question 3	Purchaser Terry Thompson Relationship to Debtor None
Question 4	Current Lien holder None
Question 5	Copy of Contract Attachment 1 Summary of Transaction Sales price of \$2600
Question 6	Contracts and Leases to Transfer from Seller to Purchaser None
Question 7	Costs to be Charged Against the Sale Proceeds None
Question 8	Copies of Appraisals See Attachment 2

# ATTACHMENT 1

# **PINNACLE**

## **GRADING & HEAVY EQUIPMENT**

Pinnacle Grading  
313 S. Aztec Rd.  
Golden Valley, AZ 86413

Date: 3/1/2009  
Invoice: 4031

Bill To: Terry Thompson Enterprises  
Golden Valley, AZ 86413

Quantity	Description	Amount
1	Ford F250 Model Year 2005 Vin # 1FTNF20555EA90266	\$2600.00

Total \$2600.00

All equipment sold strictly as-is, where-is, no warranties expressed or implied. Buyer is Responsible for all transportation cost from Golden Valley, AZ and assumes all risk of Loss upon payment. Upon verification of funds, equipment will be released within one (1) Business day and must be removed from the yard within 10 days. It is understood That purchaser assumes all risk and liability for, and shall hold Pinnacle Grading Harmless from all damages for injuries to persons and property arising out of the use, Possession or transportation of the equipment. Payment due in full before buyer taking Possession.

**I (we) have read the contract and agree with its contents.**

Buyer: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Seller: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Thank You for Your Business!**

# ATTACHMENT 2

**PINNACLE GRADING, LLC**  
**APPRAISAL**

<u>EQUIP #</u>	<u>CODE #</u>	<u>DESCRIPTION</u>	<u>SERIAL #</u>	<u>NOTES</u>	<u>AV</u>	<u>OLV</u>	<u>FMV</u>
F650	610-005	2002 FORD F650 XL SUPER DUTY S/A MECHANIC'S TRUCK, s/n 3FDNF65442MA01778: CUMMINS 5.9L DIESEL, 6 SPEED TRANS, P.T.O., STELLAR 10620 ELECTRIC / HYDRAULIC AUTO CRANE, STELLAR HYDRAULIC DRIVEN AIR COMPRESSOR, MILLER BOBCAT 225 AMP GAS WELDER, FRONT & REAR HYDRAULIC STABILIZERS	3FDNF65422MA01778		\$35,000	\$42,000	\$52,000
Kodiak	610-006	1998 CHEVROLET KODIAK S/A MECHANIC'S TRUCK, s/n 1GBM7H1J0TJ101710: CATERPILLAR 3116 DIESEL, 5 X 2 TRANS, P.T.O., ELECTRIC / HYDRAULIC AUTO CRANE, HYDRAULIC AIR DRIVEN COMPRESSOR, REAR HYDRAULIC STABILIZERS, 13' 8" BOX	1GBM7H1LOTJ101710		\$20,000	\$24,000	\$28,000
F71	610-007	2004 CHEVROLET C1500 4 X 4 PICKUP, s/n 1GCEK14T04Z213123	1GCEK14T04Z213123		\$3,250	\$5,000	\$6,000
F250	610-009	2003 FORD F250	1FTNF20L43MB35669		\$2,250	\$2,750	\$3,500
F250	610-011	2005 FORD F250 XL PICKUP, s/n 1FTNF20555EA90266	1FTNF20555EA90266		\$3,000	\$3,750	\$4,750
F150	610-012	2004 FORD F150	1FTPX14584NB37296		\$2,850	\$3,500	\$4,500
F250	610-016	2006 FORD F250 XLT 4 X 4 SUPER CAB PICKUP, s/n 1FTSX21P065EB40458	1FTSX21P065EB40458		\$7,000	\$9,000	\$11,000
2500 Chevy	610-017	2005 CHEVROLET C1500 SILVERADO 4 X 2 PICKUP, s/n 1GCEC14X15Z101951	1GCEC14X15Z101951		\$4,400	\$5,500	\$7,000
2500 Chevy	610-018	2005 CHEVROLET C2500 SILVERADO 4 X 2 PICKUP, s/n 1GCEC14X35Z101580	1GCEC14X35Z101580		\$4,400	\$5,500	\$7,000

The attached cover letter is an integral part of this Appraisal Report

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**STEPHEN PASSY & ASSOCIATES, INC.**



**CERTIFICATE OF SERVICE**

1. On the 4th day of March 2010, I served the following document(s):

a. **NOTICE TO SELL NON-CORE ASSETS (FORD 250)**

2. I served the above-named document(s) by the following means to the persons as listed below:

*(check all that apply)*

- a. **ECF System** (*You must attach the “Notice of Electronic Filing”, or list all persons and addresses and attach additional paper if necessary*)
- b. **United States mail, postage fully prepaid**  
(*List persons and addresses. Attach additional paper if necessary*)
- c. **Personal Service** (*List persons and addresses. Attach additional paper if necessary*)

I personally delivered the document(s) to the persons at these addresses:

- For a party represented by an attorney, delivery was made by handing the document(s) at the attorney's office with a clerk or other person in charge, or if no one is in charge by leaving the document(s) in a conspicuous place in the office.
- For a party, delivery was made by handing the document(s) to the party or by leaving the document(s) at the person's dwelling house or usual place of abode with someone of suitable age and discretion residing there.

- d. By direct email (as opposed to through the ECF System)

*(List persons and email addresses. Attach additional paper if necessary)*

Augie Landis [augie.landis@usdoj.gov](mailto:augie.landis@usdoj.gov)  
Philip C. Dublin [pdublin@akingump.com](mailto:pdublin@akingump.com)  
J. Thomas Beckett [tbeckett@parsonsbehle.com](mailto:tbeckett@parsonsbehle.com)  
Ramon Naguiat [ramon.naguiat@skadden.com](mailto:ramon.naguiat@skadden.com)  
Don Deamicis [don.deamicis@ropesgray.com](mailto:don.deamicis@ropesgray.com)  
Mark Somerstein [mark.somerstein@ropesgray.com](mailto:mark.somerstein@ropesgray.com)  
Paul Huygens [phuygens@provinceadvisors.com](mailto:phuygens@provinceadvisors.com)  
Scott Scarbrough [sscarbrough@pinnaclegrading.net](mailto:sscarbrough@pinnaclegrading.net)  
Jan Gyllstrom [jgyllstrom@rhodeshomes.com](mailto:jgyllstrom@rhodeshomes.com)

**I declare under penalty of perjury that the foregoing is true and correct.**

Signed on (date): March 26, 2010

Werner Disse  
(Name of Declarant)

/s/Werner Disse  
(Signature of Declarant)